

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION

IN RE ARTISAN AND TRUCKERS
CASUALTY COMPANY POLICY
NO. 962014331-000,

CV 23-147-M-DWM

ORDER

Petitioner, Artisan and Truckers Casualty Company (“Artisan”) moves the Court for discharge and dismissal of it from this proceeding based on the following facts:

1. A 2023 Freightliner Cascadia tractor, driven by Coman Coriolan Marian was involved in a motor vehicle accident in Flathead County, Montana, on June 5, 2023. Artisan, under policy number 962014331-000, issued to GA Logistics, Inc. of Chicago, Illinois, provided automobile liability insurance coverage under the Commercial Auto Policy “Liability to Others” provisions for the 2023 Freightliner which was in effect at the time of the accident.

2. Artisan instituted this proceeding pursuant to 28 U.S.C. § 1335.

3. Artisan’s Complaint for Interpleader resulted in this Court’s December 7, 2023, Order (Doc. 5) directing that Artisan deposit the policy proceeds with the Court.

4. Artisan deposited into the registry of this Court the sum of One

Million Dollars (\$1,000,000.00), this sum being the “combined single limit” for “Part I – Liability to Others” under the outline of coverage in the policy issued by it which covered the vehicle involved in the accident.

5. The claimants against the fund were the named Respondents, all of whom have been notified of the deposit, the fund, and of their right to make claim against the fund.

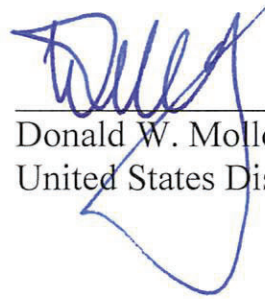
6. Artisan waives its right to request an award of attorneys fees for the interpleader action and has no further interest in the funds deposited with the Court.

Based on the foregoing, IT IS ORDERED that:

1. Artisan’s motion (Doc. 43) is GRANTED.
2. Artisan is released and discharged from any and all liability to the Respondents, their heirs, assigns and beneficiaries as a result of the accident and injuries described in the Complaint for Interpleader as it relates to the \$1,000,000 deposited with the Court under the Commercial Auto Policy “Part I – Liability to Others” provisions as agreed at the preliminary pretrial conference.
3. Artisan is DISMISSED as a party to this action;
4. The caption is amended as reflected above; and
5. Nothing in this order shall be deemed a determination or

coverage opinion concerning the scope or amount of coverage available under other coverage parts or additional insured endorsements of the policy.

DATED this 16th day of May, 2024.



Donald W. Molloy, District Judge
United States District Court